

GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1. REQUISITION NUMBER		PAGE <div style="text-align: right;">1 of 7</div>					
2. TASK ORDER AGREEMENT NO. <div style="text-align: center;">CW96390</div>		3. Award/Effective Date <div style="text-align: center;">See Section 30C</div>		4. CONTRACT NUMBER <div style="text-align: center;">GS-35F-0511T</div>		5. SOLICITATION NUMBER					
7. FOR SOLICITATION INFORMATION CONTACT: Email:		A. NAME			B. TELEPHONE (No Collect Calls)		8. OFFER DUE DATE:				
9. ISSUED BY Office of Contracting and Procurement Information Technology Group 200 I St., SE, 5 th FL. Washington, D.C. 20003				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE 100 %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input checked="" type="checkbox"/> GSA SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> N/A <input type="checkbox"/> 13. RESERVED 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFTOB <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> 2-STEP		12. PAYMENT DISCOUNT TERMS			
5. CONTRACTOR / OFFEROR EC America 8444 Westpark Drive, Ste 100 McLean, VA 22102				16. PAYMENT WILL BE MADE BY <div style="text-align: right;">CODE</div> Office of the Chief Technology Officer 200 I Street, SE Washington, DC 20003 www.vendorportal.dc.gov				15A DUNS NO. 15B TAX ID NO.			
17. DELIVER TO Office of the Chief Technology Officer 200 I Street, SE Washington, DC 20003				18. ADMINISTERED BY Office of the Chief Technology Officer 200 I Street, SE Washington, DC 20003				18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				19 IEM NO. 20 SCHEDULE OF SUPPLIES/SERVICES 21 QUANTITY 22 UNIT 23 UNIT PRICE 24 AMOUNT							
0001		Enterprise Archive for O365 - in US Federal (See Price Schedule – Attachment B)		1		lot		\$668,400		\$668,400.00	
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.								26. TOTAL AWARD (FOR GOVT. USE ONLY) <div style="text-align: right;">\$668,400.00</div>			
27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE GSA CONTRACT IDENTIFIED IN BLOCK 4.								28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: THIS TASK ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE GSA CONTRACT IDENTIFIED IN BLOCK 4.			
29A. SIGNATURE OF OFFEROR /CONTRACTOR <div style="text-align: center;"><i>Sudhir Verma</i></div>								30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) <div style="text-align: center;"><i>Chris Yi</i></div>			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Sudhir Verma, Director				29C. DATE SIGNED Dec 23rd, 2021		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Chris Yi Contracting Officer			30C DATE SIGNED 12-27-2021		

CW96390 Proofpoint Enterprise Archive subscription

1. SERVICES REQUIRED

The Office of the Chief Technology Officer (OCTO), Citywide Messaging (CWM) Program, seeks an authorized reseller to provide the annual subscription renewal of ProofPoint Enterprise Archive online Software-as-a-Service (SaaS) platform.

2. CONTRACT NUMBER: GS-35F-0511T

3. TASK ORDER NO.: CW96390

4. PRICE SCHEDULE: Please see Attachment B "Price Schedule"

5. PERIOD OF PERFORMANCE:

The period of performance shall be one year from date of award.

6. CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The name, address and telephone number of the Contracting Officer for this task order is:

Chris Yi
Office of Contracting and Procurement
441 4th Street N.W., Washington, D.C. 20001
Telephone: 202.724.5069
E-mail: Chris.Yi@dc.gov

6.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

6.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

6.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

7. CONTRACT ADMINISTRATOR (CA)

7.1 The CA is responsible for the technical administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in writing by the Contracting Officer. The CA for this task order is:

Boby Augustine, IT Specialist
200 I Street, SE, WDC 20003
Telephone: (202) 727-1474
E-mail: boby.augustine@dc.gov

- 7.2 It is understood and agreed that the CA shall not have the authority to make changes in the specifications/statement of work or terms and conditions of the contract.
- 7.3 Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

8 Invoice Submittal

The Contractor shall submit proper invoice(s) or as otherwise specified in the contract.

- 8.1 The Contractor shall submit payment requests in electronic format through the DC Vendor Portal www.vendorportal.dc.gov by selecting the applicable purchase order number which is listed on the Contractor 's profile.
- 8.2 To constitute a proper invoice, the Contractor shall attach to all payment requests the invoice and all supporting documentation or information.

9. ORDERING

Products and services to be furnished under this contract will be ordered by the Contract Administrator specified in Section 8.2. Such products shall be provided within 30 days of date of Award. The support service shall be provided for one year from the date of award.

10. PAYMENT

The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

11. Insurance

A. GENERAL REQUIREMENTS.

The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine

the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insured for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention,

maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location

or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

The vendor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance

Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

OCP should collect, review for accuracy and maintain all warranties for goods and services.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory To the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non- owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit. All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage.

5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
 6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self- insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.
- B. PRIMARY AND NONCONTRIBUTORY INSURANCE.** The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of The District of Columbia.
- C. DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- D. LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the contractor's liability under this contract.
- E. CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- G. NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor

shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

- H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia
Chris Yi, CFCM, CPPB
Supervisory Contract Specialist
Servicing: Office of the Chief Technology Officer
Office of Contracting & Procurement
200 I Street SE Suite 5410
Washington, DC 20003
Email: chris.yi@dc.gov

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- J. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

12. INCORPORATED DOCUMENTS AND ORDER OF PRECEDENCE

The following documents are incorporated by reference into the contract. In the event of an inconsistency among the provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- 12.1 Task Award: CW96390
- 12.2 Attachment A – Statement of Work
- 12.3 Attachment B – Price Schedule
- 12.4 Contract: GS-35F-0511T

CW96390 Proofpoint Enterprise Archive subscription

Attachment A: Statement of Work (SOW)

A.1 SCOPE:

The Office of the Chief Technology Officer (OCTO), Citywide Messaging (CWM) Program, seeks an authorized reseller to provide the annual subscription renewal of ProofPoint Enterprise Archive online Software-as-a-Service (SaaS) platform. The District of Columbia Government has been using the ProofPoint Enterprise Archive platform since 2016.

A.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference: None

A.3 DEFINITIONS

Proofpoint Enterprise Archive - is the leading cloud archiving and eDiscovery solution with a unique set of patented technology backed by unique, industry-leading SLAs and covering a wide set of data required by Government organizations.

A.4 BACKGROUND

The District of Columbia Government, Office of the Chief Technology Officer, CityWide Messaging program (CWM), has a requirement to renew the annual subscription of ProofPoint Enterprise Archive online Software-as-a-Service (SaaS) platform. The ProofPoint Enterprise Archive software subscription is needed to ensure that the DC Government is able to meet it's email retention and email e-discovery requirements.

A.5 REQUIREMENTS

A.5.1 The Contractor shall provide below:

Item No.	Part No.	Trans Type	Production Description	QTY
1	PP-B-ARCD7O365-108	LICT	Enterprise Archive for O365 - in US Federal - 7-year retention - 10,001 to 20,000 users	12,000
2	PP-SUP-PS-12	MNT	PFPT Platinum Level Support - Greater of 10% of licenses list price or support minimum	1

A.5.2 Contractor shall be an authorized reseller of Proofpoint. The District shall not accept any Services/Support from a non-authorized reseller.

A.6 Deliverables

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable in accordance with the following:

Item No.	Deliverable	Qty.	Format/Method of Delivery	Due Date
1	New license/support activation	1	Email to CA	Within two days from date of award.
2	Virtual equipment confirmation	1	Email to CA	Within five days from date of award.
3	Service confirmation	1	Email to CA	Within five days from service provided

CW96390 Proofpoint Enterprise Archive subscription

Attachment B: Price Schedule

ATTACHMENT B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The Office of the Chief Technology Officer (OCTO), Citywide Messaging (CWM) Program, seeks an authorized reseller to provide the annual subscription renewal of ProofPoint Enterprise Archive online Software-as-a-Service (SaaS) platform. The District of Columbia Government has been using the ProofPoint Enterprise Archive platform since 2016.

B.2 The District contemplates award of a Fixed Price contract.

B.3 Price Schedule - FIRM FIXED PRICE

B.3.1 Price Schedule-Firm Fixed Price

Contract Line Item No.	Part Number	Description	Total Price
0001	PP-B-ARCD7O365-108	Enterprise Archive for O365 - in US Federal - 7-year retention - 10,001 to 20,000 users: QTY 12000	\$668,400.00
0002	PP-SUP-PS-12	PFPT Platinum Level Support - Greater of 10% of licenses list price or support minimum: QTY 1	\$0.00
Total			\$668,400.00

B.4 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY

- a. The Contractor is required to comply with Mayor's Order 2021-099, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021, and all substantially similar vaccine requirements including any modifications to this Order, unless and until they are rescinded or superseded. At the request of the District government, Contractors may be asked to provide certification of compliance with this requirement and/or documents and records in support of this certification.
- b. The Contractor is required to comply with City Administrator's Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021, and all substantially similar mask requirements including any modifications to this Order, unless and until they are rescinded or superseded.